

**PETROLEUM  
SUPPLY COMPANY**

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03      Incoterms      See Below  
Reference No - MD085      Ship Via -  
Currency -  
Ordered By - METCALF, CRAIG L.

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>of this purchase order. The purchase order number, line item number(s), unit of measurement, line item price extension(s), and the extended total purchase order value must appear on all invoices. All invoices must denote "PARTIAL" or "FINAL" invoice.</p> <p>To avoid any payment delays, and/or return of invoices must including the following information:</p> <ol style="list-style-type: none"> <li>1. Approved Milestone Release form</li> <li>2. "Buyers" Purchase Order Number</li> <li>3. "Buyers" Purchase Order Revision Number (as applicable)</li> <li>4. Purchase Order line item numbers</li> <li>5. Quantities per line item number</li> <li>6. Equipment description</li> <li>7. Net price per purchase order line item number and total extended purchase order value.</li> </ol> <p>-----</p> <p>Terms and Conditions of Sale: The terms and conditions of this contract are as per the subcontract agreement already agreed by both parties and amended where applicable for this project.</p> <p>-----</p> <p>Milestone Payment Terms: Seller shall invoice buyer for the amount due in accordance with this purchase order, the contract Change Order and the milestone payment schedule, and in the manner set out for milestone payment procedure. Prior to sending any invoices, the seller is required</p>				

**TAX EXEMPT****Total**

# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03	Incoterms	See Below
Reference No - MD085	Ship Via	-
Currency -		
Ordered By - METCALF, CRAIG L.		

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>to issue by e-mail a completed Milestone Release Form (document number 1330-PU-FM-0012) to the Project Procurement Manager; This milestone will be reviewed by buyer and buyer will notify after 5 working days the seller of:</p> <p>A) "Buyer" approval for the Milestone release, or</p> <p>B) Notify the seller that in the opinion of buyer, the seller has not satisfactorily completed the activities referred to in seller's notification and buyer shall substantiate this with reason (s). In this event, the seller shall not be entitled to invoice buyer for the portion of the lump sum price relating to the milestone. The seller shall correct all deficiencies and having done so shall resubmit to buyer notification in accordance with the above and a new milestone release form dully completed.</p> <p>Net cash (45) days to the following payment schedule: Net 45 days</p> <p>-----</p> <p>Inspection: This equipment shall be subjected to inspection by the company or its nominated representatives. By acceptance of this purchase order and with proper notice, access if granted to seller's facilities and the facilities of its sub-vendors, for the purpose of field inspection.</p>				

**TAX EXEMPT**

**Total**

# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03	Incoterms	See Below
Reference No - MD085	Ship Via	-
Currency -		
Ordered By - METCALF, CRAIG L.		

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>Communications regarding buyer's field/shop inspection shall be directed to the attention of the Project Procurement Manager, Craig Metcalf, with copy to the QA/QC Manager, John Pickles.</p> <p>-----</p> <p>Expediting: This equipment shall be subject to expediting by the company or its nominated representative. By acceptance of this purchase order and with proper notice, access is granted to seller's facilities and the facilities of its sub-vendors, for the purpose of field expediting. Communications regarding buyer's field expediting shall be directed to the attention of the Project Procurement Manager, Craig Metcalf.</p> <p>-----</p> <p>Inspection release and shipping: Seller shall only release the purchase order for shipment following issuance of a buyer's release to ship notice. The release of the equipment will only be approved by the Project Procurement Manager or the Project Expediter. The final release approval (document number 1330-PU-FM-0011) will be granted to the vendor only after the receipt and acceptance of the following vendor documents by "BUYER" Document Control Department is confirmed: Interface Drawing -</p>				

**TAX EXEMPT**

**Total**

# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03	Incoterms - See Below
Reference No - MD085	Ship Via -
Currency -	
Ordered By - METCALF, CRAIG L.	

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>As Built Drawing - Preservation Procedure. Seller shall prepare a detailed packing list clearly showing the following: Project: "Buyer"/Mad Dog Project Purchase Order Number _____ Number of crates/pallets/boxes _____ Po items and total quantities in each crates/pallets/boxes _____ Weight and dimensions of each crates/pallets/boxes _____</p> <p>A copy of the fully detailed packing list in a waterproof enclosure will be visibly attached to each crate/item. All packing shall provide the contents with adequate protection for U.S. domestic transportation handling. The fully detailed packing list and copy of the release to ship notice shall be faxed to "Buyer's", shipping agent on site Morgan Export, at the "Buyer" Office in the shipyard at fax number TBA.</p> <p>----- Shipping Address and Marking: All crates and loose items shall be clearly marked with the following: Project: Pride Offshore/BP Mad Dog c/o TBA Address: TBA City &amp; State: TBA Purchase Order Number _____</p>				

**TAX EXEMPT**

**Total**

**PETROLEUM  
SUPPLY COMPANY**

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03	Incoterms	See Below
Reference No - MD085	Ship Via	-
Currency -		
Ordered By - METCALF, CRAIG L.		

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>Item Number _____</p> <p>Change Order Management: Any change orders shall be mutually agreed to in writing. Authorization for technical or commercial changes must come from the Pride Project Technical Lead Engineer and the Project Procurement Manager. Buyer will adjust future progress payments to incorporate change orders as they occur.</p> <p>Material Origin: All materials shall be new and unused. Use of manufactured or imported from other than the United States, are permitted from France, Germany, Japan, Netherlands, Belgium, Norway or the United Kingdom only. Reference the BP contract BPA-02-06080 Drilling Rig Construction and Purchase Contract, Exhibit A Scope of Work.</p> <p>Shipment: All prices are based on Ex-works, Hydralift, Kristiansand, Norway according to Incoterms 2000. Point of origin, Kristiansand, Norway.</p> <p>Warranty: Hydralift - 12 months after commissioning or 18 months after delivery, whichever comes first.</p>				

**TAX EXEMPT****Total**

**PETROLEUM  
SUPPLY COMPANY**

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356872-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 08/11/03      Incoterms      See Below  
Reference No - MD085      Ship Via -  
Currency -  
Ordered By - METCALF, CRAIG L.

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>Contract References, Specifications, Codes &amp; Standards: As per the applicable Exhibits/Specifications of the BP contract No. BPA-02-06080 provided to Hydralift. Hydralift Quote No. JD 21071. Pride Specification 1430-60-ME-SP-0019 Rev 1</p> <p>Vendor Data Requirements List (VRDL) See Hydralift SDRL *****</p> <p>* BELOW FOR PSC OFFICE USE ONLY: * * SHIPPING VIA: See Above Shipping Instructions * DISTRICT: MAD DOG * DISTRICT DEST: * AFE NO. : 202122</p> <p>Sales Tax</p>				

**TAX EXEMPT**

Terms net 45

Tax Rt

**Total****5,308.00**



**1. Revocable Offer.** Notwithstanding any other provision in this Purchase Order General Terms and Conditions and/or in the relevant associated signed Purchase Order, whether attached, accompanying or separate (collectively "Order"), this Order is not a firm offer and Buyer reserves the right to revoke it at any time prior to Seller's acceptance.

**2. Acceptance.** The purchase represented by this Order shall be subject to the following terms and conditions herein, and those terms and conditions contained in the relevant associated signed Purchase Order, whether attached, accompanying or separate, and this Order shall be conditioned upon Seller's acceptance of all such terms and conditions. ACCEPTANCE IS LIMITED TO THE TERMS OF THIS ORDER. BUYER HEREBY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS BY SELLER IN ACCEPTANCE OF THIS ORDER. IF THE SELLER INCLUDES OR ATTACHES ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND COMMENCES PERFORMANCE, A CONTRACT OF SALE WILL RESULT UPON THE TERMS AND CONDITIONS OF THIS ORDER (EXPRESSLY EXCLUDING ANY SUCH DIFFERENT OR ADDITIONAL TERMS), WHICH SHALL FORM THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO MODIFIED, ADDITIONAL OR DIFFERENT CONDITIONS, WHETHER CONTAINED IN A QUOTATION, ACKNOWLEDGMENT OR ANY OTHER COMMUNICATION FROM SELLER, SHALL BE RECOGNIZED BY OR BINDING UPON BUYER UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER OF THE BUYER, AND THE FAILURE OF THE BUYER TO OBJECT TO ANY SUCH PROVISIONS SHALL NOT BE A WAIVER OF THESE CONDITIONS OR ANY ACCEPTANCE THEREOF.

**3. Non-Exclusive Contract.** This Order is not a requirements contract. Buyer reserves the right to use its own resources and to employ or contract with other entities to provide or perform the same or similar goods or work, respectively.

**4. Prices and Payment.** In consideration for the receipt of a proper invoice and conforming goods or services (whichever occurs later), Buyer shall pay to Seller, in legal U.S. tender or in such other currency as otherwise agreed, the prices set forth in this Order, and this Order shall not be invoiced at prices higher than those shown herein. By acceptance of this Order, Seller agrees that the prices contained herein are not in excess of Seller's list, catalog or published prices; that such prices are not higher than prices charged to other buyers purchasing similar goods or services; and that the said prices are not in excess of the prices provided by any applicable law, government decree, order or regulation.

**5. Delivery.** Time is of the essence with respect to this Order. The goods shall be delivered on or before the date of delivery specified on the face of this Order, unless an extension of time for delivery is agreed upon in writing by an authorized agent of the Buyer. Delivery shall be to the place specified on the face of this Order, and risk of loss shall be upon Seller until acceptance by Buyer at such place of delivery, during normal business hours. Buyer shall have the right to demand all of the goods at one time or in portions from time to time within the time of delivery herein provided, notwithstanding any prior dealings or usage of trade to the contrary. At the time of delivery to the delivery destination, Seller shall provide Buyer with notice of such shipment. Buyer's right to require strict performance by Seller shall not be affected by any waiver, forbearance or course of dealing.

**6. Inspection.** All goods covered by this transaction shall be subject to inspection at all times and places both as to progress and materials and workmanship, and shall be subject to final inspection and acceptance prior to shipment, by an authorized representative of the Buyer.

**7. Packaging and Shipment.** All shipments must be packed, crated, bundled, etc., in accordance with any special conditions shown herein. In the case no such special conditions exist, the goods shall be suitably packed to secure lowest transportation cost and in accordance with the requirements of common carriers. Buyer's Order numbers must be plainly marked on all invoices, packages, bills of lading, packing lists and shipping orders. Export symbols, serial numbers, weights, measurements and other identification must be clearly marked on each box, crate, bundle, etc., as directed by Buyer. Unless specifically stated on the front of this Order, no charge for boxing, packaging, marking, storing and transporting, etc., shall be allowed. Seller shall include one copy of packing list with shipment. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing list.

**8. Invoices.** Seller shall submit the original invoice together with the original bill of lading or express receipts properly signed by carrier's representative for each and every shipment against this Order. If transportation is charged on an invoice, Seller shall also submit the original receipted expense bill. Delay in receiving invoices, and errors and omissions on invoices shall be considered just cause for withholding settlement without losing any cash discount privilege. In preparing invoices, Seller shall include all descriptive matter as shown on this Order, in addition to any information customarily furnished by the trade.

**9. Tooling.** All dies, patterns, and tooling ordered, and such tooling and material furnished by Buyer, shall be used solely in the performance of work and furnishing of goods ordered by Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall not be commingled with property belonging to Seller or others, Seller agrees to maintain inventory control of all such tooling and materials and to furnish inventories hereof if required by Buyer.

**10. Variations and/or Changes:** Except as specifically provided for herein, no changes as to delivery date, delivery destination, quantities, description, prices, or any other term of this Order shall be made, nor shall any charge for any extras be allowed unless same have been authorized in writing by Buyer's authorized agent, and the proper price adjustment stated in such order.

**11. Returns.** With or without terminating this Order, Buyer may return at Seller's expense defective goods, or goods not complying herewith, goods delivered after the delivery date specified herein, and quantity supplied in excess of the quantity specified herein. Buyer may charge Seller with any loss or expense sustained as a result of such delivery, and the test or inspection costs of such rejected goods.

**12. Warranties and Guarantees.** WITHOUT LIMITATION OF ANY OTHER WARRANTIES OR GUARANTEES (EXPRESS OR IMPLIED), SELLER EXPRESSLY WARRANTS FULL AND UNENCUMBERED TITLE TO THE GOODS SUPPLIED HEREUNDER: THAT ALL GOODS WILL PERFORM TO BUYER'S SPECIFICATIONS, DRAWINGS, SAMPLES OR OTHER DESCRIPTIONS, IF ANY; THAT ALL GOODS WILL BE FIT AND SUFFICIENT FOR THE PURPOSES INTENDED; AND THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY AND FREE FROM DEFECTS IN MATERIALS, DESIGN AND WORKMANSHIP. SELLER FURTHER EXPRESSLY WARRANTS THAT NO ALIENS, CHARGES, ENCUMBRANCES, SECURITY INTEREST OR RIGHTS IN REM OF ANY KIND ("ENCUMBRANCES"), SHALL AT ANY TIME LIE OR ATTACH AGAINST OR UPON ANY OF THE GOODS, MATERIAL OR EQUIPMENT RELATED TO THE GOODS, INCLUDING ANY ITEM OR EQUIPMENT FURNISHED BY BUYER, AS RESULT OF OR ON ACCOUNT OF ANY CLAIM AGAINST SELLER OR AGAINST ANY MANUFACTURER, SUBCONTRACTOR, OR VENDOR OF SELLER PERFORMING THE WORK OR FURNISHING THE GOODS UNDER THIS ORDER. NOTHING CONTAINED HEREIN SHALL IN ANY WAY LIMIT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARISE AS A RESULT OF THIS TRANSACTION. ALL WARRANTIES AND GUARANTEES SURVIVE ACCEPTANCE OF THE GOODS. NO USED OR SECONDHAND MATERIALS AND/OR EQUIPMENT SHALL BE FURNISHED OR INCORPORATED INTO ANY GOODS FURNISHED HEREUNDER UNLESS SPECIFICALLY AUTHORIZED BY BUYER'S AUTHORIZED AGENT AND SO RECITED IN THIS ORDER.

**13. Indemnities.** Seller agrees to protect, indemnify and hold harmless the Buyer and its subsidiaries and their respective shareholders, employees, officers, directors, agents and representatives, from and against any and all claims, actions, damages, costs and losses, expenses (including attorneys' fees and court costs), penalties, fines, obligations and liabilities of any kind (including damage to the environment), (collectively, "Losses"), relating to or arising out of: (1) any negligence or willful misconduct of Seller, its employees, workmen, servants or agents, relating to this Order; (2) Seller's breach of any representation, warranty or covenant contained in this Order; (3) any violation of law by Seller or its employees, workmen, servants or agents in the performance of this Order; (4) any and all claims related to the infringement or claimed infringement of any patent in the manufacture and/or sale of the goods and services covered by this Order or connected with the use thereof by Buyer. Notwithstanding anything herein to the contrary, Buyer reserves the right to be represented in any such legal actions or settlement of such claims by attorneys of its own selection at its own expense.

14. Default and Remedies. Seller understands and agrees that its failure to comply with any one of the provisions of this Order shall render Seller, at the sole option of Buyer, in default under this Order. In addition to all of the rights and remedies provided by law or equity, and as provided elsewhere herein, Buyer hereby reserves the right to terminate all or any portion of this Order upon default by Seller of any provision of this Order.

15. Performance Bond. If requested by Buyer at any time during Seller's performance of this Order, Seller shall furnish a performance bond or a performance and payment bond in the amount of the purchase price, as it may be fixed or estimated by Buyer, with such sureties as Buyer may approve.

16. No Liens. Seller shall produce evidence satisfactory to Buyer that no Liens have arisen or will arise as a prerequisite to any payments due under this Order. In the event a Lien is filed or asserted, Buyer in addition to all other remedies at law and elsewhere herein may (a) withhold from any payments due or to become due to Seller until such Lien is released or discharged or bonded by Seller a sum equal to the amount determined by Buyer to be required to secure the release or discharge of such Lien, which amount shall include the estimated amount of all expenses which might be incurred therewith, or (b) secure the removal of such Lien, in which event Buyer shall be reimbursed for its cost in securing such discharge or release (which cost shall include any expenses incurred in connection therewith) by deducting such sum from any payment due or to become due to Seller under this Order. In the event such cost is in excess of the amount of any of such reimbursement by deductions, Seller agrees to pay the amount of such excess to Buyer upon demand.

17. Assignments. Seller may not assign any of its rights or delegate any of its duties under this Order without the prior written consent of Buyer.

18. Independent Contractor. Seller is an independent contractor with respect to its performance hereunder and neither Seller nor any of those employed by Seller shall be deemed the agents, representatives, employees or servants of Buyer. Seller shall have complete and sole control over its employees, the details of the performance of this Order, and the methods by which this Order is accomplished.

19. Insurance. Seller agrees to carry, at its sole expense, Comprehensive General Liability Insurance, including Contractual Liability Insurance, Products Liability/Completed Operations Insurance, covering all operations and work hereunder in the amount of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate combined single limit for bodily injury and property damage liability for all liability arising out of the injury to or death of one or more persons in any one occurrence, or destruction of property in any one occurrence. Such insurance shall include Buyer as an additional insured with respect to all operations and work hereunder and such insurance shall provide that it applies separately to each insured against whom claim is made or suit is brought. Such insurance shall contain a Waiver of Subrogation in favor of buyer and provided for 30 days written notice of cancellation or material change. Seller also agrees to carry, at its sole expense, Automobile Liability Insurance including hired and non-ownership liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Such insurance shall include Buyer as an additional insured, contain a Waiver of Subrogation in favor of Buyer and provide for 30 days written notice of cancellation or material change.

Seller shall carry statutory Worker's Compensation and Employer's Liability Insurance covering all operations and work hereunder in an amount not less than \$1,000,000 per person. Such insurance shall contain a Waiver of Subrogation in favor of Buyer and provide for 30 days written notice of cancellation or material change. Seller agrees to maintain Umbrella Excess Liability Insurance in the amount of \$10,000,000 each occurrence in excess of the Comprehensive General Liability, Automobile Liability & Employer's Liability. Such insurance shall include Buyer as an additional insured and contain a Waiver of Subrogation in favor of Buyer and provide for 30 Days written Notice of Cancellation or material change.

Seller shall promptly provide to Buyer Certificates of Insurance. The above insurance requirements are minimum requirements and shall not limit Seller's liability to Buyer in any manner. All such insurance must be with insurance carriers with a minimum A.M. Best Rating of A VIII or better.

20. Confidentiality. All plan, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived therefrom or otherwise communicated to Seller shall be regarded by Seller as strictly confidential, to be used exclusively by Seller for performance of this Order, and shall not be disclosed to any third party or made use of by Seller except in connection with the performance of this Order. Further, all of such information shall be returned to Buyer on demand, with no copies being retained by Seller.

21. Return Acknowledged Copy. Buyer shall execute a counterpart of this Order and return it to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Until such acknowledgment is received by Buyer, Buyer shall have no obligation whatsoever to Seller, including but not limited to payment for the goods or services represented by this Order.

22. Law Controlling. ANY AND ALL DISPUTES ARISING HEREUNDER SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS, USA THEN IN FORCE NOTWITHSTANDING ANY PRINCIPLES OF LAW THAT MAY REFER TO THE LAWS OF ANOTHER JURISDICTION SELLER AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THAT STATE.

23. Compliance with Laws. Seller represents that the goods and services furnished hereunder will be produced or rendered in accordance with all applicable laws, regulations and orders, and all amendments and revisions thereto.

24. Government Regulations Incorporated by Reference. Buyer requires from its contractors, subcontractors and suppliers, compliance with the statutes and executive orders set forth below, as well as the rules, regulations and orders promulgated thereunder concerning nonexempt contract and purchase orders. Seller, unless otherwise exempt thereunder, hereby agrees to strictly comply with the requisites of each of the following statutes, executive orders, rules and regulations, and all amendments, revisions, and/or repealing and superseding statutes, executive orders, rules, and regulations, as enacted, issued, or promulgated, as per their effect: (1) EO 11246; 41 CFR 60-1.4(a), (2) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended, 38 USC 2012; 41 CFR 60-250.4, (3) Rehabilitation Act of 1973, as amended, 20 USC 793; EO 11758, 41 CFR 60-741.4, (4) Nonsegregated Facilities, 41 CFR 60-1.8, (5) 41 CFR 60-1.7, (6) EO 11246; 41 CFR 60-1.40; 41 CFR 60-2, (7) Clean Air Act, as amended, 42 USC 1857, et seq; Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq; EO 11738; 40 CFR 15; 41 CFR 1-1.2301-2, (8) OSHA Act of 1970, as amended, 29 USC 651, et seq; 29 CFR 1901, et seq, (9) Age Discrimination in Employment Act of 1967, as amended, 29 USC 621, et seq; EO 11141; 29 CFR 850, et seq, (10) 42 USC 6921, et seq; 40 CFR 260, et seq; 40 CFR 122, et seq, (11) Section 2.11, Public Law 95-507, (12) EO 12138.

25. Complete Agreement. The provisions of this Order are intended by the parties as a final expression of their agreement to the terms and conditions contained herein, and as a complete and exclusive statement of all terms and conditions.



# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356866-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 07/31/03      Incoterms      See Below  
Reference No - MD083      Ship Via -  
Currency -  
Ordered By - METCALF, CRAIG L.

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
1	<p>Interface Service - DATACOM check between HPU PLC &amp; VICIS 1981612-CON (lot)</p> <p>1. To be performed at Hydralift Cedar Park location. 2. Includes: hardware for communication test between Hydralift HPU PLC and Hydralift VICIS (PLC, CP Card, OLM and power supply). 3. Includes all expense: travel and accommodation for 1 Hydralift PLC engineer working at Hydralift Cedar Park site for 5-8 hour days. 4. Tests performed in advance of HPU FAT at Cedar Park</p> <p>***** Contract shopping list item no.: Vendor Supplied Documentation: 1. See Hydralift duote JD21071 dated 05/30/03</p> <p>By acceptance of this Purchase Order, Seller agrees to and shall be bound by all parts of this Purchase Order, including all attachments hereto.</p> <p>Perpared By: Craig Metcalf</p> <p>Project Manager Approval: _____</p> <p>Vendor Acknowledgement: _____</p>	1	26531.000	EA	26,531.00

**TAX EXEMPT**

**Total**

# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356866-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	000
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 07/31/03	Incoterms	See Below
Reference No - MD083	Ship Via	-
Currency -		
Ordered By - METCALF, CRAIG L.		

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>Approval Drawings: Including but not limited to, the "Seller(s)" forecast and actual production activities, detailed design, engineering status, procurement phase, shop fabrication stage, assembly started prior to receiving signed approval drawings from "Buyer" is the sole responsibility of the Vendor.</p> <p>-----</p> <p>Equipment Completion Date: 31-July, 2003 (Reference HPU PO 1345702 due 07/01/03)</p> <p>-----</p> <p>Definitions: "Buyer" and/or "Company" shall refer to the entity initiating this purchase order, also known as, "Buyer" International Incorporated. "Seller" and/or "Contractor" shall refer to the corporation, partnership, joint venture, or individual accepting this purchase order.</p> <p>-----</p> <p>Ship loose item: All packing shall provide the contents with adequate protection for U.S. domestic transportation and/or international transportation handling, as directed by the "Buyer".</p> <p>-----</p> <p>Purchase Order Acknowledgement: Seller will sign the buyer's purchase order acknowledgement form at the Kick Off meeting or return by mail the signed copy if a meeting can</p>				

**TAX EXEMPT**

**Total**

# PETROLEUM SUPPLY COMPANY

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

\*\*\*\*\*REPRINT\*\*\*\*\*

<b>P.O. Number</b>	<b>1356866-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	<b>000</b>
<b>C.O. Date</b>	113000310.22

**Shipped From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 07/31/03	Incoterms	See Below
Reference No - MD083	Ship Via	-
Currency -		
Ordered By - METCALF, CRAIG L.		

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>not be arranged. A copy of the fully executed purchase order will be retained by buyer and seller.</p> <p>-----</p> <p>Effective date of the purchase order: The effective date of this purchase order is June 9, 2003. This purchase order was awarded to Vendor on June 9, 2003.</p> <p>-----</p> <p>Purchase Order Contacts: Upon execution of this purchase order the Project Procurement Manager will become the primary contact for all communication/correspondence regarding this order. The Project Expediting Coordinator shall be copied on all technical correspondence regarding this purchase order. Pride International Sugar Land Office Number: 713-361-4340; Fax Number: 281-313-9106 or 9107; Project Procurement Manager: Craig Metcalf (cmetcalf@prideinternational.com) Project Technical Lead Engineer: Guillaume Robine (grobine@prideinternational.com) Project Expediting Coordinator: Jeffrey Bowman (jlbowman@prideinternational.com) Planning Manager: Bill Otto (wotto@prideinternational.com) QA/QC Manager: John Pickles (jpickles@prideinternational.com)</p>				

**TAX EXEMPT**

**Total**

**PETROLEUM  
SUPPLY COMPANY**

5847 San Felipe  
Suite 3300  
Houston TX - 77057  
713/789-1400 Tel  
713/361-4342 Fax

**\*\*\*\*\*REPRINT\*\*\*\*\***

<b>P.O. Number</b>	<b>1356866-000 OP</b>
<b>P.O. Date</b>	06/04/03
<b>Branch/Plt</b>	113000310
<b>Chg Ord #</b>	<b>000</b>
<b>C.O. Date</b>	113000310.22

**Shipped  
From**

HYDRALIFT, INC.  
ATTN.: ROLF GULLAKSEN; F: 281-925-2801  
14450 JFK BLVD  
HOUSTON TX 77032

**Shipped  
To**

Pride International  
MAD DOG  
5847 San Felipe, Suite 3300  
HOUSTON TX 77057

Delivery Date - 07/31/03      Incoterms      See Below  
Reference No - MD083      Ship Via -  
Currency -  
Ordered By - METCALF, CRAIG L.

LINE NO	DESCRIPTION/PART NUMBER	ORDERED	UNIT COST	U/M	EXTENDED AMT
	<p>Pride International shipping agent representative: Jim Morgan, Morgan Export</p> <p>-----</p> <p>Drawings and vendor data: All vendors transmittal cover sheets, drawings, and data regarding this purchase order shall be identified with the purchase order number, equipment tag number(s) (if applicable and required by the purchase order terms), vendor data requirements list (VDRL) item number (identified as partial or complete for that item number), and sufficient other information to assure quick and easy reference. All drawings and vendor data shall be addressed to: Pride International Attn: Craig Metcalf Reference: Mad Dog Project One Sugar Creek Center Blvd, Suite 600 Sugar Land, Texas 77478</p> <p>-----</p> <p>Vendor Documentation Submittals: All blueprints, drawings, etc., prepared or constructed by seller and paid for by buyer shall be buyer's property. As such, buyer reserves the right to make and provide copies, or scanned images (both internally and externally) of such data furnished by seller for the purpose of information, review, or final documentation manuals,</p>				

**TAX EXEMPT****Total**